

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<b>IN RE:</b> <b>EARL L. TOLTZIS</b>  <b>Debtor</b>  <b>BAYVIEW LOAN SERVICING, LLC</b> <b>Movant</b>  <b>v.</b> <b>EARL L. TOLTZIS</b> <b>ROBERTA C. TOLTZIS (Non-Filing Co-Debtor)</b> <b>Respondents</b>	: : : :	<b>BK. No. 19-13062 ELF</b>  <b>Chapter No. 13</b>
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**NOTICE OF COVID-19 MORTGAGE FORBEARANCE AGREEMENT PURSUANT TO  
LOCAL ORDER 20-3007**

The undersigned, Phelan Hallinan Diamond & Jones, LLP, are creditor's counsel in this matter.

1. Debtor currently has a mortgage with **BAYVIEW LOAN SERVICING, LLC**. The property address is 1831 HERITAGE DRIVE, JAMISON, PA 18929-1632, Loan # ending in 3918. A Proof of Claim has been filed on the claim register at #9. A written Notice of Payment Change/Forbearance is being filed on the claims docket pursuant to bankruptcy Rule 3002.1 (b) and Local Rule 20-3007.
2. The terms of the second forbearance are as follows: Regular monthly mortgage payments starting with the August 1, 2020 payment through October 31, 2020 are suspended. Payment of the escrow component of the regular monthly mortgage payments shall also be suspended.
3. The Creditor advises that no fees will be assessed against the loan with regard to this Notice of Forbearance.

4. Prior to the expiration of the forbearance period, Debtor must either (1) request additional forbearance time under Local Rule, State or Federal Law; (2) enter into loss mitigation with Creditor; or (3) file an Amended Chapter 13 Plan which cures the arrears resulting from the forbearance period over the remainder of the Chapter 13 Plan. A copy of the Forbearance Agreement is attached hereto as exhibit "A".
5. Creditor, does not waive any rights to collect the payments that come due during the forbearance period or any payments that were due and owing prior to the forbearance period. The payment post-petition amount due at the time of this forbearance is \$2,111.78.
6. Creditor does not waive its rights under the terms of the note and mortgage or under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect on any post-petition escrow shortage.

/s/ Jerome Blank, Esquire

Jerome Blank, Esq., Id. No.49736

Phelan Hallinan Diamond & Jones, LLP

1617 JFK Boulevard, Suite 1400

One Penn Center Plaza

Philadelphia, PA 19103

Phone Number: 215-563-7000 Ext 31625

Fax Number: 215-568-7616

Email: jerome.blank@phelanhallinan.com

September 3, 2020

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE:  
EARL L. TOLTZIS**

**Debtor**

**BK. No. 19-13062 ELF**

**Chapter No. 13**

**BAYVIEW LOAN SERVICING, LLC  
Movant**

**v.**

**EARL L. TOLTZIS  
ROBERTA C. TOLTZIS (Non-Filing Co-Debtor)  
Respondents**

**CERTIFICATE OF SERVICE**

I hereby certify that service upon all interested parties, indicated below was made by sending true and correct copies of the Notice of Forbearance by electronic means on September 11, 2020.

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)  
P.O. BOX 1229  
PHILADELPHIA, PA 19105

ROBERTA C. TOLTZIS  
1831 HERITAGE DRIVE  
JAMISON, PA 18929-1632

CAROL B. MCCULLOUGH, ESQUIRE  
65 W. STREET ROAD, SUITE A-204  
WARMINSTER, PA 18974

EARL L. TOLTZIS  
1831 HERITAGE DRIVE  
JAMISON, PA 18929

UNITED STATES TRUSTEE  
OFFICE OF THE U.S. TRUSTEE  
200 CHESTNUT STREET  
SUITE 502  
PHILADELPHIA, PA 19106

/s/ Jerome Blank, Esquire  
Jerome Blank, Esq., Id. No.49736  
Phelan Hallinan Diamond & Jones, LLP  
1617 JFK Boulevard, Suite 1400  
One Penn Center Plaza  
Philadelphia, PA 19103  
Phone Number: 215-563-7000 Ext 31625

September 11, 2020

Fax Number: 215-568-7616

Email: [jerome.blank@phelanhallinan.com](mailto:jerome.blank@phelanhallinan.com)

Exhibit “A”



**BAYVIEW**<sup>®</sup>  
LOAN SERVICING

Bayview Loan Servicing, LLC  
4425 Ponce de Leon Blvd. 5th Floor  
Coral Gables, FL 33146

August 14, 2020

MCCULLOUGH EISENBERG, LLC  
c/o EARL L TOLTZIS  
65 W STREET RD  
WARMINSTER, PA 18974-3226

Loan Number: [REDACTED]

Property Address: 1831 HERITAGE DR  
JAMISON, PA 18929

Dear Customer:

**IMPORTANT: Your Forbearance Plan has been continued for an additional 90 days. You are not required to make any payments during the continued period. You do not need to call in or take further action to activate or accept this continuation.** If you feel this continuation was made in error, please contact us immediately.

You previously indicated that your ability to make payments has been negatively impacted by the COVID-19 coronavirus outbreak. Based upon your recent request to stay on the Forbearance Plan or because we have not heard from you about a change in your status, we have continued the protections provided under the initial Forbearance Plan for an additional 90 days. We are hopeful that your situation will improve during this period and we can help you get back on track soon. We are here to help work through your options whatever the situation.

As a reminder, a forbearance is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage.

Because you are entitled to a forbearance period of up to 180 days, we are continuing with this second 90-day increment. In the event your financial situation changes during this second 90-day forbearance period, it is in your best interest to work with our agents to review programs available to bring your loan current as soon as possible. We also encourage you to pay whatever amount you can afford toward your contractual payments to minimize the amount that you will be responsible for at the end of the forbearance period. In the event you have not cured the delinquency or entered into an approved program to cure the delinquency prior to the end of this second 90-day forbearance period, you may request a further continuation of the forbearance period for an additional 180 days, in 90-day increments. You are entitled to a total of 360 days of forbearance, if needed. However, **you must contact us in order to continue past the first 180 days.** You may shorten the forbearance period at any time to reduce the amount of payments which are being delayed. Please visit our website at [www.bayviewloanservicing.com](http://www.bayviewloanservicing.com) for additional information regarding your forbearance benefits. We have also attached a set of Frequently Asked Questions to assist you in understanding your forbearance terms.

It is important that you know that the total unpaid amount of your monthly mortgage payments are not waived under this Forbearance Plan. The payments, which are the subject of the Forbearance Plan have only been delayed or reduced, not forgiven; and once the Forbearance Plan is complete, your investor on this, Fannie Mae, requires us to inform you that one of the following must occur: 1) the mortgage loan may be brought current through a reinstatement; 2) you may apply for another workout option, which may include a repayment plan, loan modification, short sale, deed in lieu or others; 3) the mortgage loan is paid in full; or 4) the servicer refers the mortgage loan to foreclosure in accordance with applicable law. **No one will be required to immediately "make-up" the paused payments, all at once or in a "lump sum".** Bayview will be here to assist you in evaluating the options available to you at the end of the Forbearance Plan period. We also want it to be clear that this is an optional program that you may choose to not participate in.

**It is important to note that no one will be required to make up all of the paused payments at once at the end of the forbearance.**

Bayview Loan Servicing, LLC, ("Servicer"), as holder or servicing agent for the beneficiary of record has agreed to enter into this Forbearance Plan. Please read the Forbearance Plan carefully.

### **Forbearance Plan Terms**

As part of your Forbearance Plan, we have temporarily suspended your post-petition monthly mortgage payment amount of \$2,117.30 through your October, 2020 post-petition payment. During this time, you do not need to make any mortgage payments.

Other terms of your mortgage remain unchanged. As a result of not making any payments during the term of the Forbearance Plan, you will become delinquent on your mortgage; however, your credit score should not be impacted for the coming months.\*

*\*Credit Reporting: Please note that if your loan is current at the time of entering into the Forbearance Plan, then each month you are in the Forbearance Plan we will report the status of the account to the credit reporting agencies as current. If, however, your loan was delinquent prior to entering into the Forbearance Plan, we will maintain that delinquency status during the period of the forbearance. If you are able to bring the loan current during the Forbearance Plan, we will report the account as current.*

### **Additional Loss Mitigation Assistance**

Please note we offered this continuation of your Forbearance Plan to you without evaluating a complete loss mitigation application. Other loss mitigation options may be available to you. You have the option to submit a complete loss mitigation application and receive an evaluation for all loss mitigation options available to you. This is regardless of whether you accept this continuation of the Forbearance Plan. Not all accounts are eligible for foreclosure alternatives, and submitting a complete loss mitigation application does not guarantee that you will be eligible for assistance.

### **Next Steps...**

If your financial situation changes during the term of your Forbearance Plan, please contact us immediately to reassess your situation and discuss potential alternatives.

Prior to the end of the continued Forbearance Plan term, please contact us so we can review the options that may be available such as continuation of the Forbearance Plan, a reinstatement, repayment plan or other alternative to foreclosure, such as a loan modification. **No one will be required to immediately "make-up" the paused payments, all at once or in a "lump sum".**

Helping you through this process is our mission. If you have questions about this process, please call me at 833-656-7472.

Sincerely,

*Specialized Call Rep*

Bayview Loan Servicing, LLC

Phone Number: 833-656-7472

Fax :305-646-9943

Monday - Friday: 8:00 a.m. - 12:00 a.m., EST Saturday: 8:00 a.m. - 5:00 p.m., EST

E-mail :documents@bayviewloanservicing.com

### **Loan Documents**

Servicer is the holder or servicing agent of that certain Promissory Note ("Note") executed by Borrower or Borrower's predecessor-in-interest on 1/29/2001, in the original principal sum of \$265,000.00. The Note evidences a loan ("Loan") to Borrower, and is secured by either a Deed of Trust or Mortgage ("Security Instrument"). The Security Instrument creates a secured lien on the property owned by the Borrower. The Note, Security Instrument and all other loan documents shall collectively be referred to as "Loan Documents".

In the event you make any payments during the Forbearance Plan term: (i) Payments are non-refundable except as set forth below in Foreclosure Sale/Law Day, and will be held and disbursed in accordance with the current CFPB rules on application of payments. (ii) Servicer may hold the supplemental monthly payment in an account until sufficient funds are in the account to pay oldest delinquent monthly payment; (iii) Servicer will not owe any interest on the amounts held in the account. If any money is left in this account at the end of the repayment plan, those funds will be posted to the account to reduce the principal balance; (iv) Servicer's acceptance and posting of payments during the payment plan will not be deemed a waiver of the acceleration of the loan and related activities, including the right to resume foreclosure if Borrower fails to comply with the terms of the plan, and shall not constitute a cure of the mortgage default unless such payments are sufficient to completely cure the default; (v) For income tax purposes, interest payments received will be reported for the calendar year in which the funds are actually applied as interest payments on the Servicer's records.

## **Default Status**

As a result of suspending or making reduced payments during the term of this Forbearance Plan, you will become delinquent: (i) The Security Instrument shall not be reinstated and the Loan shall continue to be in default under the Loan Documents; (ii) Foreclosure proceedings, if any, shall be suspended while this Forbearance Plan is in effect; (iii) Please note that we will be reporting the delinquency status and entry into a Forbearance Plan to credit reporting agencies, as required by applicable law\*; and (iv) This Forbearance Plan supersedes any other billing notices Borrower may receive from Servicer while this plan is in effect.

*\*Credit Reporting: Please note that if your loan is current at the time of entering into the Forbearance Plan, then each month you are in the Forbearance Plan we will report the status of the account to the credit reporting agencies as current. If, however, your loan was delinquent prior to entering into the Forbearance Plan, we will maintain that delinquency status during the period of the forbearance. If you are able to bring the loan current during the Forbearance Plan, we will report the account as current.*

## **Previous Discharge in Bankruptcy**

In the event that the underlying debt has been discharged as a result of a prior bankruptcy proceeding, Servicer hereby acknowledges that it is not assessing personal liability for the debt of the Borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the Security Instrument.

## **Bankruptcy**

If you are in active bankruptcy or bankruptcy discharge under the Bankruptcy Code, please contact your attorney, trustee or your designated bankruptcy court to discuss the impact of this plan on your bankruptcy. If you are in active bankruptcy or bankruptcy discharge, this communication does not constitute an attempt to collect a debt, to reaffirm a debt, or to impose any personal liability on you. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt.

## **Clerical Errors**

In the event that a clerical error in the calculations of this Forbearance Plan results in your loan not being current at the completion of this plan, you agree that you still owe this money.

## **No Waiver**

Servicer's receipt and application of any funds paid in an amount less than the total Amounts Due shall not reinstate the Security Instrument nor cure the existing default on the Loan nor does it constitute a satisfaction or release of any maker or obligor from the obligations under the Loan Documents. Nothing under this plan shall prevent Servicer from exercising its rights under the Loan Documents and applicable law in the event of any future default by the Borrower.

## **Assignment**

This Forbearance Plan is not to be assigned to/or assumed by any successor or assign of the Borrower.

## **No Other Changes**

Except as expressly adjusted by this Forbearance Plan, all of the covenants, agreements, stipulations and conditions in the Loan Documents remain unmodified and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the note, as modified by this Forbearance Plan. None of the Borrower's obligations or liabilities under the security instrument shall be diminished or released by any provisions herein. Nor shall this Forbearance Plan in any way impair, diminish, or affect any of the Borrower's rights or remedies in the Security Instrument, whether such rights or remedies arise herein or by operation of law. No oral representations have been made by any party hereto which have not been incorporated into this Forbearance Plan. Any inserted terms, changes or additions to this Forbearance Plan will immediately render it null and void. Borrower is encouraged to review this Forbearance Plan with his/her legal advisor prior to accepting it.

In the event that any party hereto brings suit for the collection of any damages resulting from, or the injunction of any action constituting, a breach of any terms or provisions of this Forbearance Plan or the Loan Documents, then the prevailing party shall be entitled to recover all reasonable court costs and attorneys' fees, at all levels, to the extent permitted by the contract and applicable law.

Borrower agrees not to make any claim to any attorney fees and costs, to the extent permitted by the contract and applicable law, against Lender in the event there is a pending foreclosure case/action which is voluntarily dismissed by Lender as a result of this Forbearance Plan or similar settlement reached between the parties. Borrower acknowledges that a voluntary dismissal by Lender under such circumstances shall not make the Borrower the prevailing party in such foreclosure action/case for the purposes of this section.

**Payment Information:** Use one of the following methods to send remittance to Bayview Loan Servicing (always include the loan number with your payment):

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**Online\*:** [www.bayviewloanservicing.com](http://www.bayviewloanservicing.com)

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**Pay by Phone\*:** Call **1-800-457-5105** - 24 hours a day, 7 days a week to make payments with Bayview's automated phone service

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**Western Union Quick Collect®\*\*:** Code City: BFTG Code State: FL  
(Locate the agent nearest you by calling 1-800-525-6313, or visiting [www.westernunion.com](http://www.westernunion.com))

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**MoneyGram\*\*:** Find a Money Gram location at [www.MoneyGram.com/Locations](http://www.MoneyGram.com/Locations) or make a payment online at [www.MoneyGram.com/PayBills](http://www.MoneyGram.com/PayBills)  
**Receive Code: 13910**  
1-800-555-3133; 7 days a week, 24 hours a day

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**Wire\*\*:** JP Morgan Chase One Chase Manhattan Plaza, New York, NY 10005  
**ABA #:** [REDACTED] **Credit Account:** Bayview Loan Servicing, LLC  
**Account No.:** [REDACTED]

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Be sure to mail your payments at least 10 days before the due date.

**Regular Mail:** Bayview Loan Servicing, LLC  
P.O. Box 740410  
Cincinnati, Ohio 45274-0410

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**Certified Funds Overnight Address:** Bayview Loan Servicing, LLC  
Attn: Cashiering  
4425 Ponce de Leon Blvd., 5th Floor  
Coral Gables, FL 33146

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\* Fees may be imposed by money transmitter. To the extent a fee is imposed, the fee will be \$0.25.

\*\*Fees may be imposed by money transmitter.

Please include the following information on all remittances:

Borrower: EARL L TOLTZIS  
ROBERTA C TOLTZIS  
Bayview Loan Number: [REDACTED]  
Property Address: 1831 HERITAGE DR  
JAMISON, PA 18929

For your convenience, you may have the payment automatically debited every month from the checking or savings account of your choice. To participate in Auto Pay, Bayview's automatic debit program, visit [www.bayviewloanservicing.com/autopay](http://www.bayviewloanservicing.com/autopay).

## Have You Considered a Loan Modification or Other Workout Options?

The investor who owns your loan uses a waterfall ranking method with respect to foreclosure prevention options. This approval and offer doesn't necessarily result in a denial for any other foreclosure prevention options.

If your mortgage payments have become unaffordable you may qualify for a modification with affordable and sustainable monthly payments that would allow you to keep your home.

If you decide you don't want the forbearance offer option, please give us a call to review the other options you may be eligible for.

## Disclaimers and Notices

**Housing Counselor Information** – If you would like counseling or assistance, for a list of homeownership counselors or counseling organizations in your area, you can contact the following: U.S. Department of Housing and Urban Development (HUD), go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

**Military Personnel/Servicemembers:** If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact us toll free at 1 (800) 457-5105.

**Important Notice for Oregon Residents: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.**

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.

Bayview Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with nonbankruptcy law and/or informational purposes only. It does not constitute an attempt to collect a debt, to reaffirm a debt, or to impose any personal liability on you. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. If your original obligation was discharged, any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property. If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number. Bayview Loan Servicing, LLC., NMLS # [REDACTED]

**Confirmed SII Disclaimer:** If you are a confirmed successor in interest of the account, unless you assume the mortgage loan obligation under state law, you are not personally liable for the mortgage debt and cannot be required to use your own assets to pay the mortgage debt.

**The following mailing address must be used for all Error Notices & Information Requests: Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146.**

## Frequently Asked Questions

### **Do I need to take further action to accept the continuation of this Forbearance Plan?**

Your Forbearance Plan remains in effect; you do not need to call in or take any further action to accept the continuation of your Forbearance Plan.

### **For how long is your Forbearance Plan?**

Under this Forbearance Plan, you are entitled to forbearance for up to 180 days.

### **What happens if I need additional time?**

In the event you have not cured the delinquency or entered into an approved program to cure the delinquency prior to the end of this second 90-day forbearance period, you must contact us to discuss your options for ending the Forbearance Plan or to receive an additional 180-day forbearance period that will also be offered in 90-day increments. You must contact us before the end of this second 90-day period.

### **What happens if my financial situation changes while on the Forbearance Plan?**

In the event your financial situation changes during this 90-day forbearance period, it is in your best interest to work with our agents to review programs available to bring your loan current as soon as possible. We also encourage you to pay whatever amount you can afford toward your contractual payments to minimize the amount that you will be responsible for at the end of the forbearance period.

### **What happens after I have been on the Forbearance Plan for 180-days?**

At the end of the initial 180 days of forbearance, in the event that your financial situation remains unchanged, you may request a further continuation of up to an additional 180 days (in 90-day increments) for a total of 360 days.. Please visit our website at [www.bayviewloanservicing.com](http://www.bayviewloanservicing.com) for additional information regarding your forbearance benefits.